

WATER POLLUTION CONTROL AUTHORITY  
**Town of Trumbull**  
CONNECTICUT

TOWN HALL  
(203) 452-5048



5866 MAIN STREET  
TRUMBULL, CT 06611

**December 16, 2015**  
**7:00 p.m. at Trumbull Town Hall**

**MEETING AGENDA**

1. Minutes to previous meeting:
  - November 17, 2015
2. Old Business:
3. New Business:
  - Ury & Moskow monthly invoices
  - Owens, Schine & Nicola monthly invoices
  - Mediation Services Agreement
  - Five-Year Capital Plan
4. 2016 Meeting Schedule
5. Election of Officers
6. Executive Session:
  - It is anticipated that the WPCA will vote to go into executive session to discuss preliminary drafts and/or notes as set forth by C.G.S. 1-210 (b)(1) and/or discuss with the Town Attorney strategy and negotiations with respect to pending litigation as defined by 1-200(6) and/or to discuss attorney client-privileged information as set forth by 1-210 relating to the following:
    - Mark IV – Contract 3 and Contract 4
    - Regionalization and/or re-negotiation of Bridgeport sewer treatment contract
7. Any other business that may come before the Authority.

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MINUTES  
NOVEMBER 17, 2015

**CALL TO ORDER:** Vice-Chairman Palmieri called the regular meeting of the Trumbull Water Pollution Control Authority to order at 7:10 p.m.

**MEMBERS PRESENT:**

Jeffrey Wright, Chairman (arrived at 7:15 p.m.)  
Fred Palmieri, Vice Chairman  
Laura Pulie  
Richard Boggs, Alternate

**MEMBERS ABSENT:**

Timothy Hampford  
John Gray  
Paul Whetstone, Alternate

**ALSO PRESENT:**

Frank M. Smeriglio, PE, Town Engineer/Sewer Administrator, Dennis Kokenos, Esq. Town Attorney, Christine Kurtz of Wright Pierce.

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**MINUTES TO PREVIOUS MEETING:**

Vice-Chairman called for any modification and/or corrections, hearing none he called for a motion to accept the minutes as presented.

MOTION made by Pulie, seconded by Boggs to accept the October 28, 2015 meeting minutes as presented.

VOTE: Motion CARRIED unanimously.

**UPDATE - WHITNEY AVENUE PUMP STATION/NEW ENGLAND PUMP & VALVE**

Mr. Smeriglio explained at last month's meeting he had presented a proposal for the emergency repair at the Whitney Avenue pump station. A bid waiver was necessary and one of the conditions of this commission was to present the invoice to the commission. The invoice was distributed to the commission at this meeting. There had been no deviation from the proposal. The cost of the emergency repair was very close, if not the same cost as if it had been a scheduled repair.

**NEW BUSINESS:**

- Ury & Moskow Monthly Invoices – None
- Owens, Schine & Nicola, P.C. Monthly Invoices:  
MOTION made by Pulie, seconded by Boggs to approve the Owens, Schine & Nicola, P.C. Inv. #14296, dated November 12, 2015 in the amount of \$1,500.00.

Atty. Kokenos confirmed for the Vice-Chair Invoice #14296 represents legal work done with regard to the commission's discussions in executive session for the past several months.

VOTE: MOTION CARRIED unanimously.

MOTION made by Pulie, seconded by Boggs to approve the Owens, Schine & Nicola, P.C. Inv. #14297, dated November 12, 2015 in the amount of \$40.00.

VOTE: MOTION CARRIED unanimously.

**ANY OTHER BUSINESS THAT MAY COME BEFORE THE AUTHORITY.**

Vice-Chairman Palmieri noted for the record that a letter from a resident, dated November 13, 2015 regarding her sewer usage bill had been distributed to the commission. Mr. Smeriglio explained the sewer usage bills were mailed out on November 1<sup>st</sup>. The resident called the office to voice her concern about her bill. She felt it was excessively high due to her outdoor water usage. (Chairman Wright arrived at the meeting at 7:15 p.m.)

Mr. Smeriglio stated he explained to the resident how the Bridgeport WPCA charges the town of Trumbull based on water consumption and that the sewer usage fees collected by the town of Trumbull goes to the city of Bridgeport. Mr. Smeriglio did offer the resident the opportunity to come before the Trumbull WPCA and/or write a letter to the commission, she chose to write the attached letter. The Chair stated he feels the letter sums up the issue at hand very well. The commission discussed and reviewed the letter.

Bridgeport bills Trumbull on consumption. Atty. Kokenos stated there are user guide books provided by DEEP on how to charge a user rate. It is recommended by DEEP that actual water usage is one of the only ways that one can properly bill someone for a WPCA bill. There are other options such as flat fees. The city of Stratford charges a flat fee. per DEEP measurement for sewer usage is simply best done by water usage. Atty. Kokenos explained they are always looking for ways to best advise this commission on how to better charge the users. DEEP has advised water usage is the most accurate way to do so.

**EXECUTIVE SESSION:**

- MOTION made by Palmieri, seconded by Pulie to close the regular session and enter into Executive Session to discuss preliminary drafts and/or notes as set forth by C.G.S. 1-210 (b)(1) and/or discuss with the Town Attorney strategy and negotiations with respect to pending litigation as defined by 1-200(6) and/or to discuss attorney client-privileged information as set forth by 1-210 relating to the following:
  - o Mark IV – Contract 3 and Contract 4
  - o Regionalization and/or re-negotiation of Bridgeport sewer treatment contract

VOTE: MOTION CARRIED unanimously.

The WPCA entered into Executive Session at 7:20 p.m. with WPCA members Chairman Jeffrey Wright, Vice Chairman Fred Palmieri, Laura Pulie, Richard Boggs, Alternate, Town Engineer/Sewer Administrator Frank Smeriglio, P.E., Dennis Kokenos, Esq. Town Attorney, and Christine Kurtz of Wright Pierce present.

At 7:20 p.m. the tape recorder was turned off, the clerk left the room and the Commission entered into Executive Session.

At 9:02 p.m. the clerk was called back into the room and the recorder was turned on.

MOTION made by Wright, seconded by Palmieri to end Executive Session at 9:02 p.m. and stated for the record that no vote was taken.

VOTE: MOTION CARRIED unanimously.

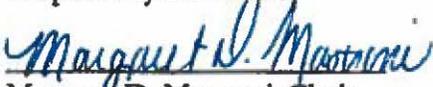
MOTION made by Wright, seconded by Palmieri to reopen the regular meeting at 9:02 p.m.

MOTION made by Palmieri, seconded by Pulie to review the proposed 2016 Meeting Schedule and discuss it at the next meeting (schedule was distributed at this meeting).

VOTE: MOTION CARRIED unanimously.

There being no further business to discuss and upon motion made by Palmieri, seconded by Pulie the Trumbull Water Pollution Control Authority adjourned at 9:03 p.m. by unanimous consent.

Respectfully Submitted,

  
Margaret D. Mastroni, Clerk

**November 13, 2015**

**Julie Buck  
9 Jamestown Road  
Trumbull, CT 06611**

**Trumbull WPCA  
Town of Trumbull  
Trumbull, CT 06611**

**To Trumbull WPCA,**

**I have been a resident of Trumbull for twenty years. I take pride in keeping my home very presentable which aids the property value of our town. During the summer months, I water my lawn and garden to help them grow and keep my home appealing. Unfortunately, the water used for this purpose is assessed as part of the sewer use tax. My sewer usage cost for 2015 is as follows:**

**Feb. 2015 \$247.20**

**May 2015 \$199.60**

**Aug. 2015 \$271.00**

**Nov. 2015 \$764.85**

**The water usage cost for November 2015 increases by 300% which is a direct effect of the water being used for non-sewer use. This billing assessment is truly an unfair and possibly illegal billing practice. I urge the town to advocate on behalf of the Trumbull residents to change the method on which the sewer usage is currently being calculated and to use a fair and equitable common sense assessment.**

**Respectfully,  
Julie Buck**



**3. ROLE OF THE MEDIATOR:**

**It is expressly understood and agreed that the Mediator is serving as a neutral intermediary and will not and may not provide legal advice or counsel to any of the parties to the mediation nor act as an advocate for any party.**

**4. SELECTION OF MEDIATOR:**

The parties and their representatives agree to designate Attorney Jay H. Sandak as the Mediator. As the Mediator, Mr. Sandak does not represent any party and does not have an interest in the outcome. It is agreed that his fees for services will be at the rate of \$500.00 per hour to be shared equally between/among the parties unless otherwise agreed by the parties. Time will be billed for pre-mediation discussions between and among the parties and/or their respective counsel, travel time, study time in advance of the mediation and the actual mediation. If the situs of the Mediation Session is at a location other than the offices of the Mediator, then travel time shall be charged portal to portal at a rate of 50% of the hourly charges for Mediation Services. A refundable retainer in the amount of \$1,000 per party is due and payable in advance of the scheduled Mediation. The balance of the Mediator Fees shall be due and payable at the end of the Mediation Session with credit for the retainer received. Any portion of the Retainer not utilized shall be returned to the parties without interest. Payment should be made payable to "Carmody Torrance Sandak & Hennessey, LLP" – Tax I.D. No. 06 0691344. The ultimate fees to be charged shall be the joint responsibility of the client and their respective counsel who has agreed to retain the Mediator.

**5. SITUS OF MEDIATION SESSIONS:**

The parties agree that the situs of the Mediation shall be at the offices of Carmody Torrance Sandak & Hennessey, 707 Summer Street, Stamford, CT unless an alternative location is agreeable to all of the parties.

**6. MEDIATION PROCESS:**

By engaging in the mediation process the parties understand that this is a neutral process in which the Mediator will attempt to facilitate a resolution of the differences between the parties. The parties understand that the Mediator is not a decision maker as might be the case with an Arbitrator or Judge. The ultimate decision to settle and the terms of any settlement will be the result of an agreement of the parties and not one imposed upon them by the Mediator. The parties understand that the mediation session(s) will include joint discussions and perhaps individual discussions and that the Mediator will honor and respect confidential information that is shared with him during private sessions. The Parties recognize and expressly agree that the Mediator may have *ex parte* discussions with counsel and/parties prior to or during the Mediation Session in order to facilitate the settlement process.

**7. CONFIDENTIALITY:**

The parties agree that the Mediation Sessions shall be considered "CONFIDENTIAL". Everything that is said and/or produced shall be considered confidential and in furtherance of a settlement of the dispute between the parties and inadmissible either directly or indirectly in any subsequent formal or informal proceeding such as a judicial proceeding or any other dispute resolution proceeding in the event that the mediation process is

not successful. In addition, the parties agree that this confidentiality provision is also a non-disclosure provision and precludes all parties and their servant, agents, representatives and counsel, from disclosing any information, either verbal or non-verbal, that is disclosed as part of the Mediation process contemplated by this Agreement to any third parties that are not a party to this Agreement. This confidential provision does not preclude the parties from having said information and/or documents admissible if the source of such information is otherwise than from the mediation and otherwise deemed admissible by the litigating tribunal. The parties agree that they will not subpoena or otherwise request the testimony of the Mediator regarding anything that is said or occurs during the Mediation Session(s). It is further agreed by the parties that no one shall make public statements regarding that which occurs in the mediation sessions. If inquiry is made, the parties agree to the following public statement:

“The parties have agreed to mediate their disputes  
and have also agreed that the mediation process shall  
be considered confidential”

The parties and their counsel expressly agree that the terms and conditions of Connecticut General Statute §52-235d are incorporated herein and binding upon the parties and their respective counsel. Notwithstanding the foregoing, this confidentiality provision shall not act as a bar to the professional obligations of the Mediator to report unethical or illegal conduct to the appropriate authorities as required by Rules of Professional Conduct or statutes.

**8. COOPERATION:**

The parties and their representatives understand and agree that the mediation process requires the full cooperation of all, subject to reasonable time constraints of all concerned. Each party agrees to fully cooperate in the process and to engage in a meaningful dialogue towards the ultimate goal of resolution of the dispute. The parties further empower the

Mediator to terminate the mediation session(s) if, in his sole opinion, one or more of the parties is not sufficiently cooperating in the process to warrant proceeding with the sessions.

**9. TERMINATION:**

This Agreement may be terminated by the parties at any time upon written notice to the parties and the mediator. Notwithstanding any such termination, the parties shall be jointly responsible for all outstanding fees of the Mediator. The Mediator may terminate this Agreement without the consent of the parties in the event that there is a lack of cooperation in the process or for ethical reasons as a result of information learned during the mediation process.

**10. AUTHORITY:**

The parties agree that the individuals with the authority to compromise the dispute and settle all matters shall be present at each mediation session. If for some reason the person with authority cannot be personally available, this fact shall be disclosed to all parties and the Mediator in advance of the Mediation Session. It shall be left within the discretion of the Mediator as to whether the Mediation Session will proceed in the absence of the person(s) with authority.

**11. MEDIATION STATEMENT:**

Before the first mediation session, the parties agree to submit an *ex parte* "Mediation Statement" to the Mediator which shall not be shared with the parties or their representatives. The Mediation Statement shall detail the following:

- a) Procedural History
- b) Factual Statement
- c) Copies of any documents that would assist the Mediator
- d) Relevant Legal Authorities

- e) A statement of the strengths of the Plaintiff's Position
- f) A statement of the weaknesses of the Plaintiff's Position
- g) A statement of the strengths of the Defendant's Position
- h) A statement of the weaknesses of the Defendant's Position
- i) Previous Settlement Position of the Party

**12. INDEMNIFICATION:**

As part of the consideration for the services rendered as a Mediator, the parties agree to release and indemnify the Mediator for and from any and all claims arising from his services as a Mediator.

**13. WAIVER:**

By signing this Agreement, the parties and their counsel expressly waive the right to subpoena the Mediator to appear and/or produce documents at any judicial or administrative hearing or proceeding that relates to the subject matter of the mediation. Should this provision be violated, the violating party shall be responsible for all attorney fees and costs that are incurred by the Mediator to defend against the subpoena.

**14. INFORMATION SHARING:**

In advance of the Mediation Session, the Parties agree that they will exchange all information which will facilitate the process. If one party feels that it is missing critical information to evaluate the strengths and/or weaknesses of their position, requests will be made either directly to the opposing party or through the Mediator for an exchange of information before the Mediation Session. This exchange should not be an extended discovery process. It should be limited to that which is necessary to participate in a meaningful settlement discussion.

To the extent possible, the Mediator will facilitate the exchange of information prior to the Mediation Session.

MEDIATOR:

\_\_\_\_\_  
Jay H. Sandak

Both counsel and parties please sign and print name under line.

PARTIES:

COUNSEL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

<u>CATEGORY</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>	CY 2016	CY 2017	CY 2018	CY 2019	CY 2020
			Capital Plan	Capital Plan	Capital Plan	Capital Plan	Capital Plan
WPCA	Various Roads	Town Wide Repairs	100,000	125,000	150,000	175,000	200,000
WPCA	Beardsley Pump Station	Flow Analysis	100,000	100,000	100,000	100,000	100,000
WPCA	Town Wide	Emergency Bypass Forcemain Connection	55,000	65,000	65,000	65,000	65,000
WPCA	Town Wide	Emergency Bypass Portable Pump w/trailer	50,000				
WPCA	Beardsley Pump Station	Pump Station Replacement			2,506,500		
WPCA	Reservoir Ave Pump Station	Pump Station Design		250,000			
WPCA	Reservoir Ave Pump Station	Pump Station Replacement					1,940,000
WPCA	Park Ave Pump Station	Pump Station Design	263,000				
WPCA	Park Ave Pump Station	Pump Station Replacement				2,000,000	
WPCA	Various Roads	Town Wide Leak Repairs		225,000	250,000	275,000	300,000
WPCA	Whitney Ave Pump Station	Pump Station Upgrades Design				241,000	
	Contract V	Sanitary Sewer Design			xxxxxx		
	Contract V	Sanitary Sewer Construction				xxxxxx	
<b>WPCA Total</b>			<b>568,000</b>	<b>765,000</b>	<b>3,071,500</b>	<b>2,856,000</b>	<b>2,605,000</b>









